

Great A & P

1964

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS · WAREHOUSEMEN & HELPERS
OF AMERICA

MAIN AND PRINCIPAL OFFICE, 2801 TRUMBULL AVENUE, DETROIT 16, MICHIGAN

WASHINGTON OFFICE OF
• JAMES R. HOFFA •
GENERAL PRESIDENT
25 LOUISIANA AVE., N.W.
WASHINGTON, D.C. 20001



August 21, 1964

HEADQUARTERS

National Agreement
X *Great Atlantic*
X *Pacific*
Isa Co

TO: All Teamster Local Unions Having Agreements
With The Great Atlantic and Pacific Tea Co.

Dear Sir and Brother:

I would appreciate your providing this office with the following
information concerning your agreement with the Great Atlantic and
Pacific Tea Company:

In the event your local union has an attorney,
I urge you to do so as soon as possible.
Thank you for your cooperation.

	Number of Employees Covered by Agreement
Warehouse	
Drivers	
Other	
Name of Contract Hauler Used by A & P:	

BJG/lc
Encls.

Fraternally yours,

Roy Barnes
Roy Barnes
Research

RB/lc

HEADQUARTERS

GREAT A & P TEA COMPANY

CHAIRMAN: Robert Holmes - Local 337 (Detroit, Michigan)
 SECRETARY: Dennis Crotty - Local 852 (New York, New York)

Local Unions concerned with National Master Contract, by Conference Area:

CONFERENCE & LOCAL UNION	Power of Attorney Received
CENTRAL AREA:	
20 - Toledo, Ohio	---
89 - Louisville, Kentucky	---
105 - Cincinnati, Ohio	---
135 - Indianapolis, Indiana	---
197 - Cleveland, Ohio	---
200 - Milwaukee, Wisconsin	YES
215 - Evansville, Indiana	YES
332 - Flint, Michigan	YES
337 - Detroit, Michigan	---
377 - Youngstown, Ohio	---
400 - Cleveland, Ohio	---
406 - Grand Rapids, Michigan	---
413 - Columbus, Ohio	---
544 - Minneapolis, Minnesota - not at present	---
627 - Peoria, Illinois	YES
729 - East St. Louis, Illinois	YES
955 - Kansas City, Missouri	---
EASTERN AREA:	
61 - Baltimore, North Carolina	YES
71 - Charlotte, North Carolina	---
110 - Altoona, Pennsylvania	---
169 - Philadelphia, Pennsylvania	---
229 - Scranton, Pennsylvania	---
251 - Providence, Rhode Island	---
294 - Albany, New York	---
317 - Syracuse, New York	---
322 - Richmond, Virginia	---
340 - Portland, Maine	---
391 - Raleigh, North Carolina	---
404 - Springfield, Massachusetts	YES
505 - Huntington, West Virginia	YES
558 - Buffalo, New York	---
559 - Hartford, Connecticut	---
570 - Baltimore, Maryland	YES
635 - Pittsburgh, Pennsylvania	---
697 - Wheeling, West Virginia	---
789 - Fairmont, West Virginia	YES
827 - Boston, Massachusetts	---
852 - New York, New York	---
863 - Paterson, New Jersey	---
892 - Jersey City, New Jersey	---
929 - Yeadon, Pennsylvania	---
SOUTHERN AREA:	
270 - New Orleans, Louisiana	YES
390 - Miami, Florida	YES
512 - Jacksonville, Florida	YES
745 - Dallas, Texas	YES
768 - Houston, Texas	YES
WESTERN AREA:	
525 - Los Angeles, California	---

Rec'd for file 8/12/64

July 9, 1962

~~HEADQUARTERS~~

~~AMENDED COVER SHEET~~

PROPOSED NATIONAL AGREEMENT
TEAMSTERS

<u>I N D E X</u>	<u>P A G E</u>
SCOPE OF AGREEMENT	1
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~~IN SUBMITTING THIS PROPOSAL THE UNION RESERVES THE RIGHT TO ADD TO, DELETE, MODIFY~~

~~OR CHANGE THE PROPOSAL AT ANY TIME DURING THE COURSE OF NEGOTIATIONS~~

MEMORANDUM

File

TO: H. J. Gibbons

September 17, 1964

FROM: Roy Barnes *RB*

Please find attached a survey of Teamster Members Affected by Agreements with the Great Atlantic and Pacific Tea Company. As you will note upon inspection, the survey is divided into five parts:

- I. A & P Grocery Warehouse Employees
- II. A & P National Produce Division Employees
- III. A & P Misc. Division Employees (Coffee, Bakery, Dairy, Etc.)
- IV. A & P Drivers (Direct Employees)
- V. Drivers Employed by Contract Carriers Hauling for A & P

You will note under Part I - Grocery Warehouse Employees - that I have indicated with an asterik the local unions which have submitted new Power of Attorney forms for a master National Agreement.

A summary of this survey appears on the last two pages and indicates that a total of 9,669 Teamster members are directly employed by A & P and an additional 3,921 members are employed by contract carriers hauling for A & P. I have estimated that we have not received information from approximately 300 members at A & P. The grand total of Teamster members affected by the agreements with the Great Atlantic and Pacific Tea Company is equal to 13,890.

HEADQUARTERS
Natl. Agreement -
A & P Tea Co.
X

RB/la
Encl.

GREAT ATLANTIC AND PACIFIC TEA COMPANY

TEAMSTER MEMBERS AFFECTED BY AGREEMENTS
WITH THE GREAT ATLANTIC AND PACIFIC TEA COMPANY

I. A & P GROCERY WAREHOUSE EMPLOYEES

<u>LOCAL</u>	<u>LOCATION</u>	<u>NO. A & P GROCERY</u> <u>WHSE. EMPLOYEES.</u>
20	Toledo, Ohio	140
61	Biltmore, North Carolina	8
71*	Charlotte, North Carolina	103
89	Louisville, Kentucky	130
105	Cincinnati, Ohio	55
110*	Johnstown, Pennsylvania	111
135	Indianapolis, Indiana	70
169	Philadelphia, Pennsylvania	355
197*	Cleveland, Ohio	82
200*	Milwaukee, Wisconsin	140
215*	Evansville, Indiana	4
229*	Scranton, Pennsylvania	165
251	Providence, Rhode Island	108
270	New Orleans, Louisiana	167
29*	Albany, New York	166
317*	Syracuse, New York	90
322	Richmond, Virginia	175
332	Flint, Michigan	41
337	Detroit, Michigan	428
340*	Portland, Maine	112
377*	Youngstown, Ohio	55
390*	Miami, Florida	105
391	Greensboro, North Carolina	78
400*	Cleveland, Ohio	40
404	Springfield, Massachusetts	84
406	Grand Rapids, Michigan	71
512*	Jacksonville, Florida	120
558*	Buffalo, New York	154
559*	Hartford, Connecticut	103
570	Baltimore, Maryland	208
595	Los Angeles, California	21
635	Pittsburgh, Pennsylvania	248
697*	Wheeling, West Virginia	10
729*	East St. Louis, Illinois	170
745	Dallas, Texas	147

I. A & P GROCERY WAREHOUSE EMPLOYEES (CONT'D)

<u>LOCAL</u>	<u>LOCATION</u>	<u>NO. A & P GROCERY WAREHOUSE EMPLOYEES</u>
789 *	Fairmont, West Virginia	67
829	Somerville, Massachusetts	118
852	New York City, New York	900
863	Newark, New Jersey	471
955 *	Kansas City, Missouri	75
968 *	Houston, Texas	50
	TOTAL	5945

* NOTE: Asterisk indicates New Power-of-attorney received.

II. A & P NATIONAL PRODUCE DIVISION EMPLOYEES

<u>LOCAL</u>	<u>LOCATION</u>	<u>NO. A & P NATIONAL PRODUCE EMPLOYEES</u>
337	Detroit, Michigan	51
377	Youngstown, Ohio	39
522	Jacksonville, Florida	29
570	Baltimore, Maryland	67
627	Peoria, Illinois	10
630	Los Angeles, California	8
635	Pittsburgh, Pennsylvania	74
729	East St. Louis, Illinois	12
829	Boston, Massachusetts	65
929	Yeadon, Pennsylvania	150
968	Houston, Texas	30
	TOTAL	535

III. A & P MISCELLANEOUS DIVISION EMPLOYEES (COFFEE,
BAKERY, DAIRY, ETC.)

<u>LOCAL</u>	<u>LOCATION</u>	<u>A & P OPERATION</u>	<u>NO. EMPLOYEES</u>
89	Louisville, Kentucky	Coffee	5
99	Rochester, New York	Quaker Maid *	250
238	Cedar Rapids, Iowa	Retail Store	10

III. A & P MISCELLANEOUS DISTRIBUTION EMPLOYEES (COFFEE,
BAKERY, DAIRY, ETC.) (CONT'D)

LOCAL	LOCATION	A & P OPERATION	NO. EMPLOYEES
328	Wisconsin & Michigan	White House Milk	150
337	Detroit, Michigan	Bakery	479
446	Wausau, Wisconsin	White House Milk	25
512	Jacksonville, Florida	Coffee	10
547	Los Angeles, California	Coffee	2
570	Baltimore, Maryland	Coffee	33
619	Manitowoc, Wisconsin	White House Milk	108
688	St. Louis, Missouri	Frozen Food	8
695	Wisconsin	White House Milk	41
822	Suffolk, Virginia	Peanut Manufacturing	130
829	Westwood, Massachusetts	Perishable Foods	150
852	New York, New York	Coffee	100
852	New York, New York	Quaker Maid *	1600
	TOTAL		3101

* NOTE: Company plans to transfer this operation in a short period of time.

IV. A & P DRIVERS (DIRECT EMPLOYEES)

LOCAL	LOCATION	NO. OF A & P DRIVERS
340	Portland, Maine	55
390	Miami, Florida	25
745	Dallas, Texas	8
	TOTAL	88

V. DRIVERS EMPLOYED BY CONTRACT CARRIERS HAULING FOR A & P

LOCAL	LOCATION	NO. DRIVERS
20	Toledo, Ohio	60
25	Boston, Massachusetts	90
71	Charlotte, North Carolina	80
89	Louisville, Kentucky	200

V. DRIVERS EMPLOYED BY CONTRACT CARRIERS HAULING FOR A & P (CONT'D)

<u>LOCAL</u>	<u>LOCATION</u>	<u>NO. DRIVERS</u>
100	Cincinnati, Ohio	43
107	Philadelphia, Pennsylvania	175
110	Johnstown, Pennsylvania	120
200	Milwaukee, Wisconsin	98
208	Los Angeles, California	6
215	Evansville, Indiana	14
229	Scranton, Pennsylvania	205
249	Pittsburgh, Pennsylvania	217
251	Providence, Rhode Island	45
270	New Orleans, Louisiana	44
294	Albany, New York	77
317	Syracuse, New York	70
327	Nashville, Tennessee	7
332	Flint, Michigan	40
337	Detroit, Michigan	322
355	Baltimore, Maryland	343
391	Greensboro, North Carolina	58
404	Springfield, Massachusetts	33
406	Grand Rapids, Michigan	131
407	Cleveland, Ohio	119
413	Columbus, Ohio	52
512	Jacksonville, Florida	47
559	Hartford, Connecticut	31
697	Wheeling, West Virginia	40
728	East Point, Georgia	88
729	East St. Louis, Illinois	80
789	Fairmont, West Virginia	64
807	New York, New York	600
863	Newark, New Jersey	295
955	Kansas City, Missouri	27
	TOTAL	3921

SUMMARY OF TEAMSTER MEMBERSHIP AT THE
GREAT ATLANTIC AND PACIFIC TEA COMPANY

1. Grocery Warehouses	5945
2. National Produce Division	535
3. Miscellaneous (Baking, Dairy, etc.)	3101
4. Drivers	88
TOTAL	9669

SUMMARY (CONT'D)

Total number of Teamster members employed by Contract Carriers hauling for A & P -	3921
Estimated Not Reported	<u>300</u>
GRAND TOTAL	13,890

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS · WAREHOUSEMEN & HELPERS
OF AMERICA

MAIN AND PRINCIPAL OFFICE, 2601 TRUMBULL AVENUE, DETROIT 16, MICHIGAN

WASHINGTON OFFICE OF
• JAMES R. HOFFA •
GENERAL PRESIDENT
25 LOUISIANA AVE., N.W.
WASHINGTON, D.C. 20001



August 11, 1964

HEADQUARTERS

TO: All Local Unions Having Agreements with
the Great Atlantic & Pacific Tea Company

Walter J. Gibbons
W. J. Gibbons
X

Dear Sir and Brother:

Please find enclosed a report of the August 4, 1964 meeting concerning a national agreement with the Great Atlantic & Pacific Tea Company.

According to the International Union's Legal Department, if your local union has not obtained power of attorney for the current negotiations, it would be advisable to do so. The previously submitted power of attorney may be subject to legal challenge, and to avoid this development, I would suggest your obtaining new power of attorney forms.

Thank you for your cooperation in this matter.

Fraternaly yours,

W. J. Gibbons
W. J. Gibbons
Vice President

HJG/la

Encl.

REPORT
OF
MEETING
GREAT ATLANTIC & PACIFIC TEA COMPANY
NATIONAL AGREEMENT
PALMER HOUSE - CHICAGO, ILLINOIS
AUGUST 4, 1964

Presents:

H. J. Gibbons	V. P. - IBT	Chairman
Roy Barnes	Research - IBT	Washington, D. C.
John J. Grealy	Eastern Conf.	Washington, D. C.
Robert Holmes-Chairman, A&P Cmts. Local #337		Detroit, Mich.
Dennis Crotty-Secy., A&P Cmts.	#852	New York, N. Y.
Fred Maggio	#517	Syracuse, N. Y.
E. A. Hill	#71	Charlotte, N. C.
David Hastings	#340	Portland, Maine
Lee R. Brown	#822	Norfolk, Va.
Lyle R. Hazelgrove	#322	Richmond, Va.
Marie G. Lehman	#110	Johnstown, Pa.
James Clift	#337	Detroit, Mich.
Edward Kaminsky	#559	Hartford, Conn.
James Matoney	#635	Pittsburgh, Pa.
Daniel Morris	#697	Wheeling, West Va.
Carmen A. Napoli	#404	Springfield, Mass.
Peter J. Rosano	#559	Hartford, Conn.
Paul V. Murphy	#829	Boston, Mass.
Harry Cohen	#355	Baltimore, Md.
Charles J. Di Guerdo	#570	Baltimore, Md.
Earl Washer	#89	Louisville, Ky.
Marcus Judd	#89	Louisville, Ky.
Roy Goodman	#89	Louisville, Ky.
Theodore Graczyk	#558	Buffalo, N. Y.
Joseph A. Polito	#558	Buffalo, N. Y.
Frank Keane	#169	Philadelphia, Pa.
Alex Mac Bain	#852	New York, N. Y.
Arnold Alsten	#328	Escabana, Mich.
Robert Towson	#197	Cleveland, Ohio
Charles Cimino	#400	Cleveland, Ohio
Don Brott	#377	Youngstown, Ohio
Joe Samentino	#377	Youngstown, Ohio

Presents:

Martin Piepoli	Local #229	Scranton, Pa
Al Barlow	#229	Scranton, Pa
John Maher	#229	Scranton, Pa
Ronald Quinn	#955	Kansas City, Mo
Timmel Satterfield	#955	Kansas City, Mo
John L. Waters	#627	Peoria, Ill
Paul J. Schadt	#627	Peoria, Ill
Joseph Gonsales	#729	E. St. Louis, Ill
Thomas J. Warwick	#729	E. St. Louis, Ill
Ferguson Kesthley	#688	St. Louis, Mo
Paul H. Hall	#512	Jacksonville, Fla
Nick Howard	#968	Houston, Tex
Charles Haddock	#745	Dallas, Tex
Harry Graham	#852	New York, N. Y
John Makowski	#852	New York, N. Y
James D. Weaver	#390	Miami, Fla
Henry Kucera	#200	Milwaukee, Fla
James R. Nolen	#135	Indianapolis, Ind
Lee Heney	#406	Grand Rapids, Mich
Peter Andrade	Western Conf	San Francisco, Calif
Michael Fomusa	#738	Chicago, Ill

Teaseter Vice President H. J. Gibbons, Acting Director of the National Warehouse Division, reported to those present the purpose and the reason for the meeting.

Mr. Gibbons explained that the meeting was called because several locals are being faced with problems from the A & P Tea Company that can no longer be settled on a local basis. He said that the program to obtain a national agreement with A & P was part of the larger program to establish a national agreement with all the major food chains. At the present time we have already negotiated a national agreement with the National Tea Company and are working towards the same goal with several other chains.

Mr. Gibbons explained that the proposed A & P national agreement does not cover cost items, which will have to be negotiated on a local basis.

Mr. Gibbons introduced Bobby Holmes, Chairman of the National A & P Committee, who reported on the A & P situation in Detroit, Michigan. Mr. Holmes offered the suggestion that it may be better to proceed on an area basis with A & P.

Mr. Gibbons introduced Dennis Crotty, Secretary of the National A & P Committee, who reported on the A & P situation in New York City. Mr. Crotty suggested that the program to secure a national agreement with A & P be accelerated.

Mr. Gibbons introduced John Greely, Director of the Eastern Conference Warehouse Division, who reported on the problems which must be resolved if a national agreement is to be successful. Mr. Greely summarized by stating the main purpose of the meeting was to have all those present agree that a national agreement with A & P is essential.

Mr. Gibbons introduced James Matony, Local #655, Pittsburgh, Pa., who reported on the A & P situation there. Mr. Matony pointed out that his local union has been unable to stop the rapid movement of A & P jobs out of the Pittsburgh area because Pittsburgh has the highest rates in the country.

The meeting was then open for general discussion.

The following recommendations were made:

Frank Keane - Local #100 - Philadelphia, Pa. - that the Pittsburgh and New York stories concerning A & P be put in booklet form.

John Menar - Local #229 - Scranton, Pa. - that all local unions having agreements with A & P be given the opportunity to participate in negotiations.

John Matony - Local #655 - Pittsburgh, Pa. - that the booklet "Why National Bargaining" be updated and include the stories of Pittsburgh and New York and information concerning automation developments in warehousing.

It was also recommended to check with the Legal Department to see whether Power of Attorney forms which were obtained last year were still valid.

A motion was made by Fred Maggio, Local #517, and seconded by Ed Hill, Local #71, that the meeting go on record in favor of a national or area agreement with the A & P Tea Company.

The motion passed by unanimous vote.

The meeting recessed at 12:00 noon for lunch.

The meeting was reconvened at 1:30 P.M.

Roy Barnes of the International Union's Research Department explained each of the clauses of the proposed agreement.

A motion was made by Dennis Crotty, Local #652, and seconded by Frank Keane, Local #100, to accept the proposed agreement with a modification to give local unions the option of using the National Grievance machinery as a basis for negotiations.

The motion passed by unanimous vote.

A motion was made by John Maher, Local #229, and seconded by Joe Polito, Local #558, that each local union desiring to participate in negotiations be given the opportunity.

The motion passed by unanimous vote.

A motion was made by Frank Keane, Local #169, and seconded by Dennis Crotty, Local #852, that a committee be appointed to meet with General President Hoffa for the purpose of getting final approval of the national A & P agreement.

The motion was passed by unanimous vote.

The following representatives were appointed to meet with General President Hoffa:

Peter Roscano	Local #559
Dennis Crotty	#852
Joe Gonzalez	#729
Frank Keane	#169
John Maher	#229
John Greely	Eastern Conf.
James Matony	#635
John Angelo	#377
Lee Haney	#406
Robert Holmes	#337
Nick Howard	#968
Weldon Mathis	Southern Conf.
H. J. Gibbons	Vice President - IBT

The meeting adjourned at 3:00 P.M.

RB/ls

HEADQUARTERS

GREAT ATLANTIC & PACIFIC TEA COMPANY

X

CHECKED BY DATE OF WAREHOUSE AGREEMENTS ON FILE AT INTERNATIONAL UNION

CURRENT AGREEMENTS ON FILE

Year and Month of Expiration

Local and Location

August 1964

322 Richmond, Virginia
 135 Indianapolis, Indiana
 332 Grand Rapids, Michigan
 337 Detroit, Michigan
 512 Jacksonville, Florida
 968 Houston, Texas (Produce)

September 1964

595 Los Angeles, California
 340 Portland, Maine
 635 Pittsburgh, Pennsylvania (Produce)

October 1964

635 Pittsburgh, Pennsylvania
 110 Altoona, Pennsylvania
 89 Louisville, Kentucky

November 1964

200 Milwaukee, Wisconsin

January 1965

377 Youngstown, Ohio

March 1965

20 Toledo, Ohio
 968 Houston, Texas (Grocery)
 71 Charlotte, North Carolina
 337 Detroit, Michigan (Produce)

April 1965

570 Baltimore, Maryland

May 1965

558 Buffalo, New York
 317 Syracuse, New York

June 1965

745 Dallas, Texas
 852 New York, N. Y.
 169 Philadelphia, Pennsylvania

July 1965

215 Evansville, Indiana

September 1965

505 Huntington, West Virginia

October 1965

789 Fairmont, West Virginia

November 1965

559 Hartford, Connecticut

Year and Month of ExpirationLocal and Location

February 1966	61	Biltmore, North Carolina
"	404	Springfield, Massachusetts
April 1966	829	Boston, Massachusetts
"	294	Albany, New York
April 1967	406	Grand Rapids, Michigan

EXPIRED AGREEMENTS ON FILE

February 17, 1962	229	Soranton, Pennsylvania
September 22, 1962	955	Kansas City, Missouri
October 13, 1962	413	Columbus, Ohio
February 26, 1963	251	Providence, Rhode Island
July 14, 1963	391	Raleigh, North Carolina
September 21, 1963	865	Patterson, New Jersey
October 5, 1963	390	Miami, Florida
January 19, 1964	697	Wheeling, West Virginia
January 25, 1964	270	New Orleans, Louisiana
March 21, 1964	929	Yeadon, Pennsylvania (Produce)
April 1, 1964	197	Cleveland, Ohio (Grocery)
April 25, 1964	105	Cincinnati, Ohio
May 1, 1964	400	Cleveland, Ohio (Produce)
May 30, 1964	627	Peoria, Illinois
May 31, 1964	544	Minneapolis, Minnesota
July 4, 1964	729	E. St. Louis, Illinois
August 2, 1964	892	Jersey City, New Jersey

HEADQUARTERS

Walter Agnew
ATP Tea Co
X

MEMORANDUM

TO: Harold J. Gibbons 8/12/64
FROM: Ray Barnes
RE: Great Atlantic & Pacific Tea Co. meeting with General President Hoffa

The following Local Union Representatives have advised that they will be present for the Great Atlantic and Pacific Tea Company meeting with General President Hoffa at 11:00 A.M. today:

Frank Kaena	L. 169	Philadelphia, Pennsylvania
John J. Angelo	L. 377	Youngstown, Ohio
Joseph Gonsales	L. 729	East St. Louis, Illinois
Deonie Crotty	L. 832	New York, New York
Peter Rosano	L. 559	Hartford, Connecticut
Nick Howard	L. 908	Houston, Texas
James Matony	L. 635	Pittsburgh, Pennsylvania
Lee Husey	L. 406	Grand Rapids, Michigan
John Maher	L. 229	Scranton, Pennsylvania

The following representatives have advised they cannot attend:

John Greely	Western Conference	
Weldon Mathia	L. 728	Atlanta, Georgia

CLASS OF SERVICE
This is a **day** message
unless its deferred char-
acter is indicated by the
proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

BP-1201 (4-60)

SYMBOLS

DL=Day Letter
NL=Night Letter
LT=International
Letter Telegram

The time zone shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time at receipt is LOCAL TIME at point of destination.

UDAO 77 PD050 P LLA323 PB

PHILADELPHIA PENN 110 1220P EDT

MABOLD J GIBBONS

25 LOUISIANA AVE NORTHWEST WASH DC

THIS IS TO CONFIRM MY ATTENDING MEETING ON WEDNESDAY AUGUST 13 1964

FRANK KEANE LOCAL 169 PHILADELPHIA

13 1964
(31).

HEADQUARTERS

Not a Agreement
Rev P Tea Co
X

83763

CLASS OF SERVICE
This is a fast message
unless its deferred char-
acter is indicated by the
proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

SP-1201 (4-60)

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International
Letter Telegram

The time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination.

UDAO 47 S AO 32 S
EBAO 12 PD EB EAST ST LOUIS ILL 10 100 8A CDT
HAROLD J GIBBONS
, VICE PRES
25 LOUISIANA AVE NORTHWEST WASH DC
RECEIVED YOUR MESSAGE ON AAP WISE SESSION I WILL ATTEND MEETING
11 AM WED
JOSEPH CONZALES PRES LOCAL 729
(10).

John **WESTERN UNION** *John* ↑

11-075-07408

BY 51A149 PM 5 EXTRA 51 NEWYORK NY 12 1965 EDT

HAROLD GIBBONS INTERNATIONAL BROTHER HOOD OF TEAMSTERS 25

LOUISIANA AVE WASHDC

I WILL BE AT THE MEETING ON WEDNESDAY AUG 12 1965 AT 11

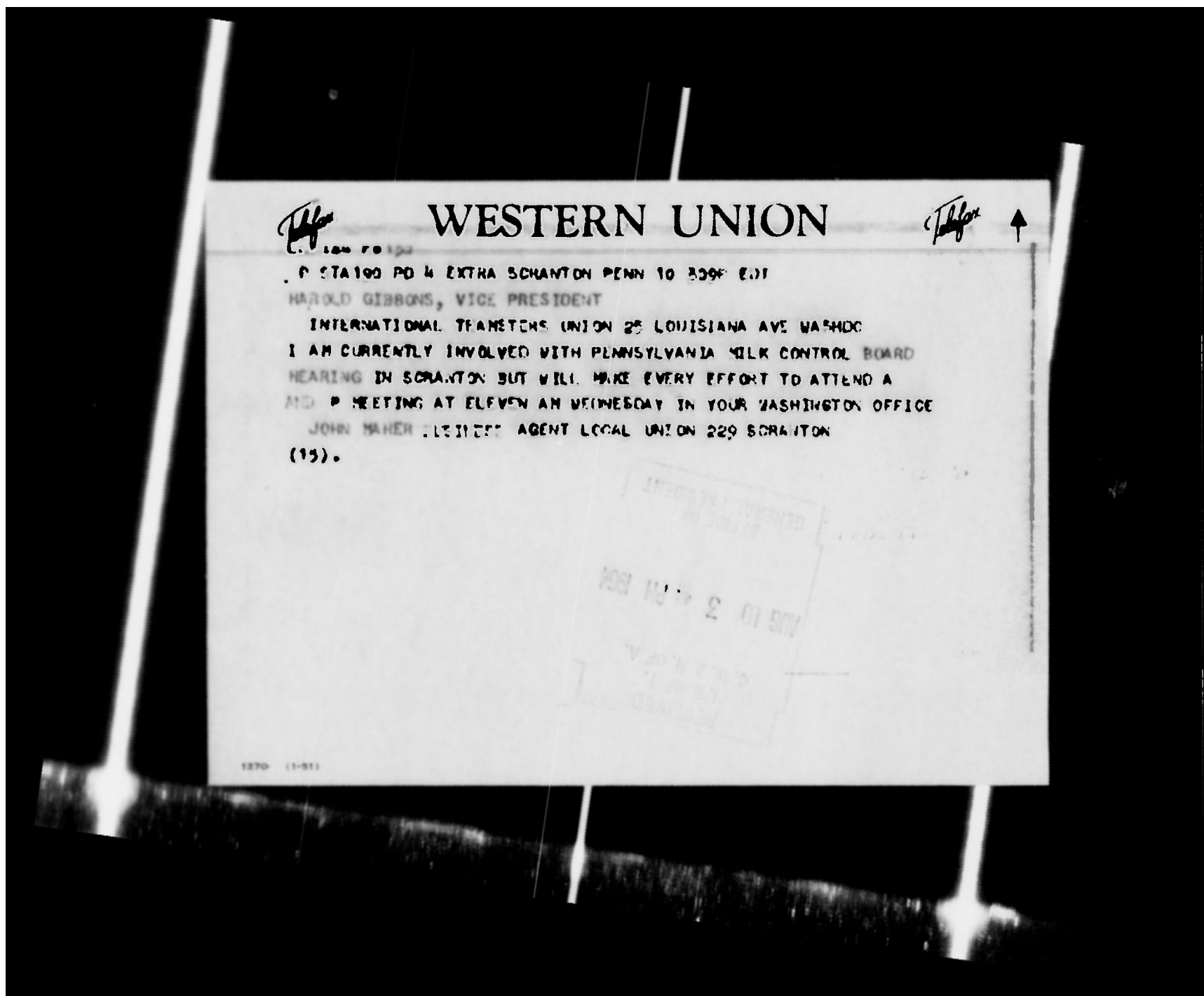
AM WITH THE GENERAL PRESIDENT JAMES HOFFA

DEMUS V CROTTY PRESIDENT LOCAL 812 IRT NYC

1270-11-011

1965 AUG 11 11 01 AM

WASHINGTON DC



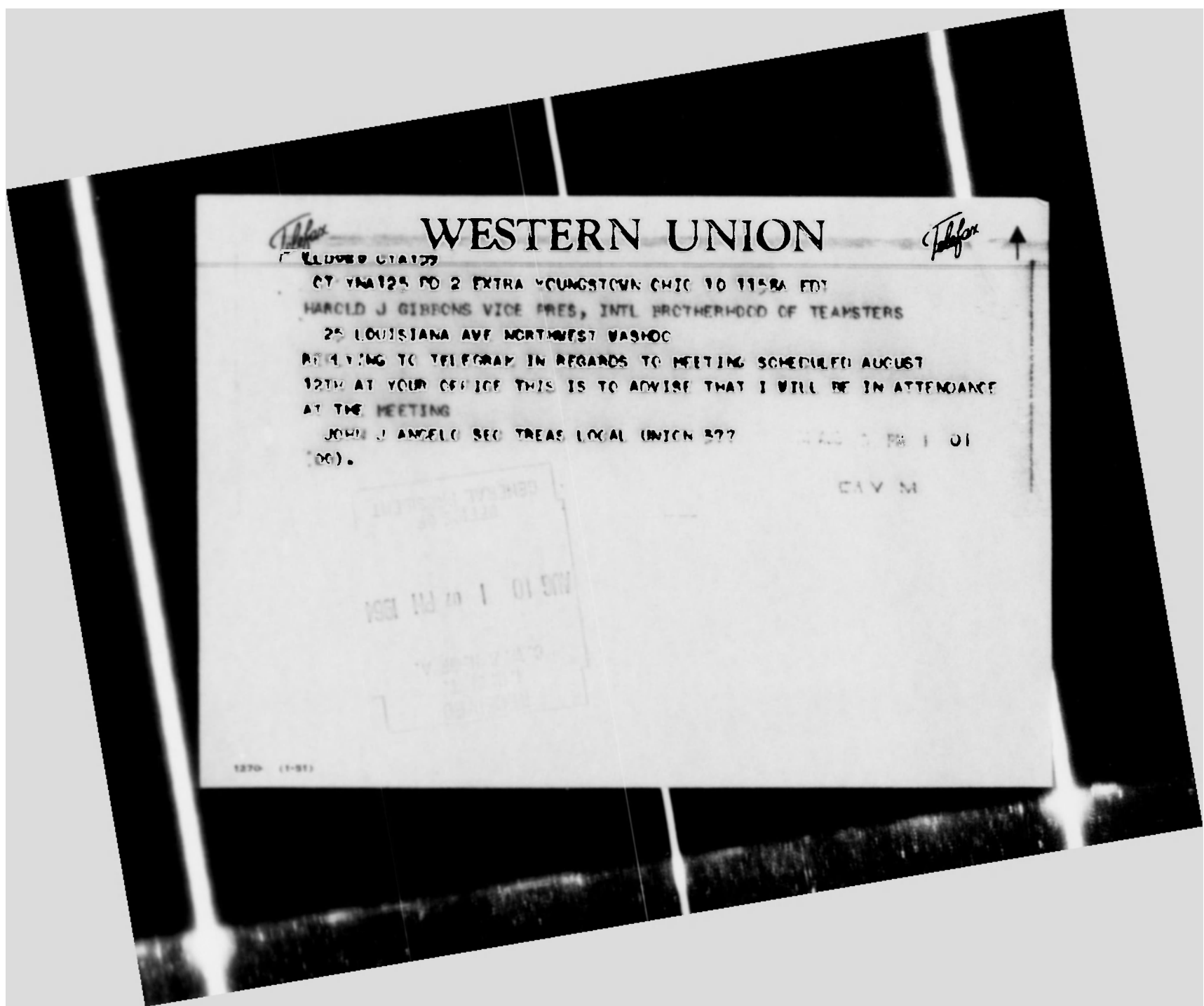
WESTERN UNION

100-70124
P STA 100 PD 4 EXTRA SCRANTON PENN TO 309F EOT

HAROLD GIBBONS, VICE PRESIDENT

INTERNATIONAL TEAMSTERS UNION 25 LOUISIANA AVE WASHDC
I AM CURRENTLY INVOLVED WITH PENNSYLVANIA MILK CONTROL BOARD
HEARING IN SCRANTON BUT WILL MAKE EVERY EFFORT TO ATTEND A
MID P MEETING AT ELEVEN AM WEDNESDAY IN YOUR WASHINGTON OFFICE
JOHN MAHER DISTRICT AGENT LOCAL UNION 229 SCRANTON
(15).

RECEIVED
JUN 10 1954
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE



Thayer

WESTERN UNION

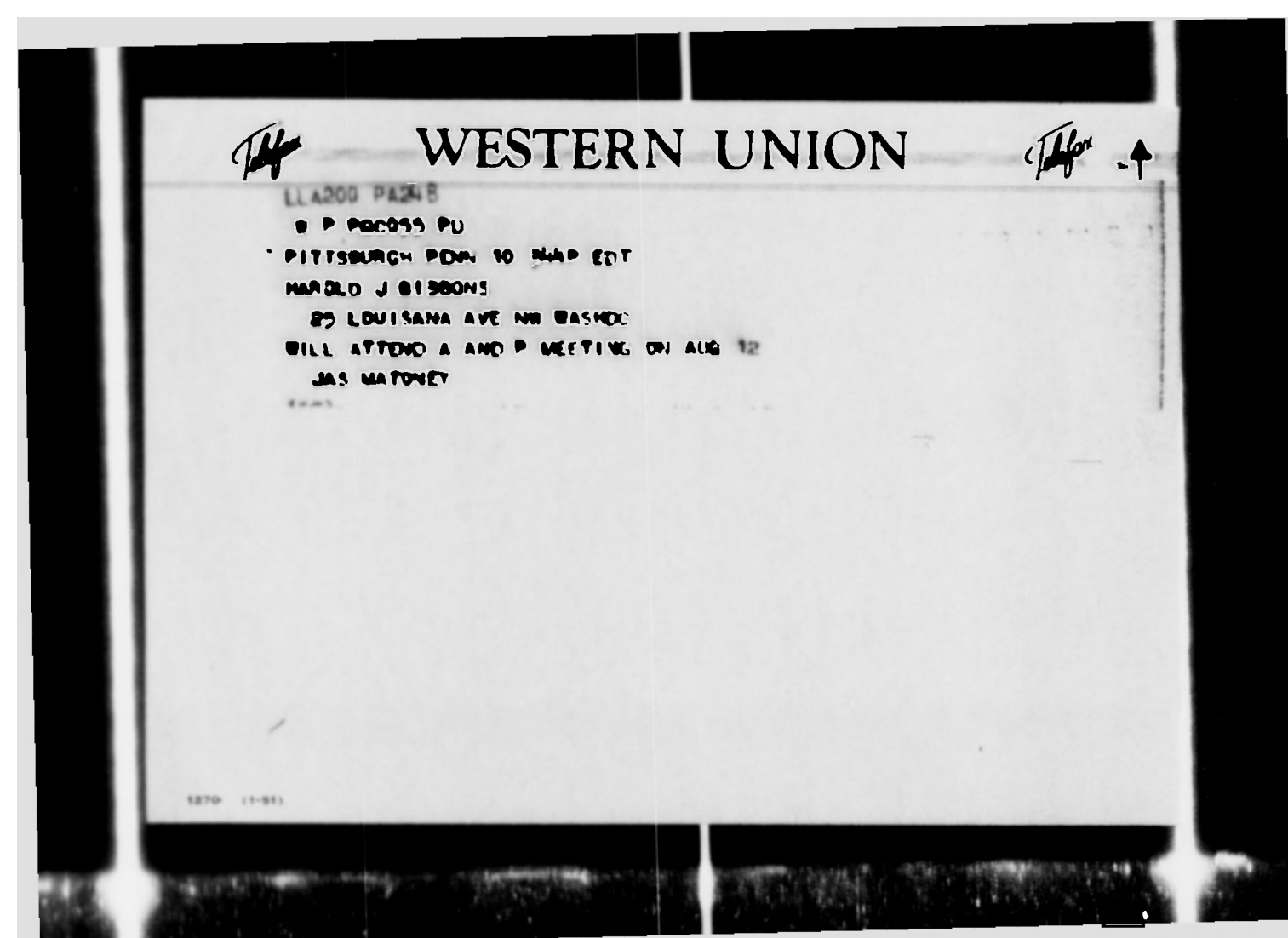
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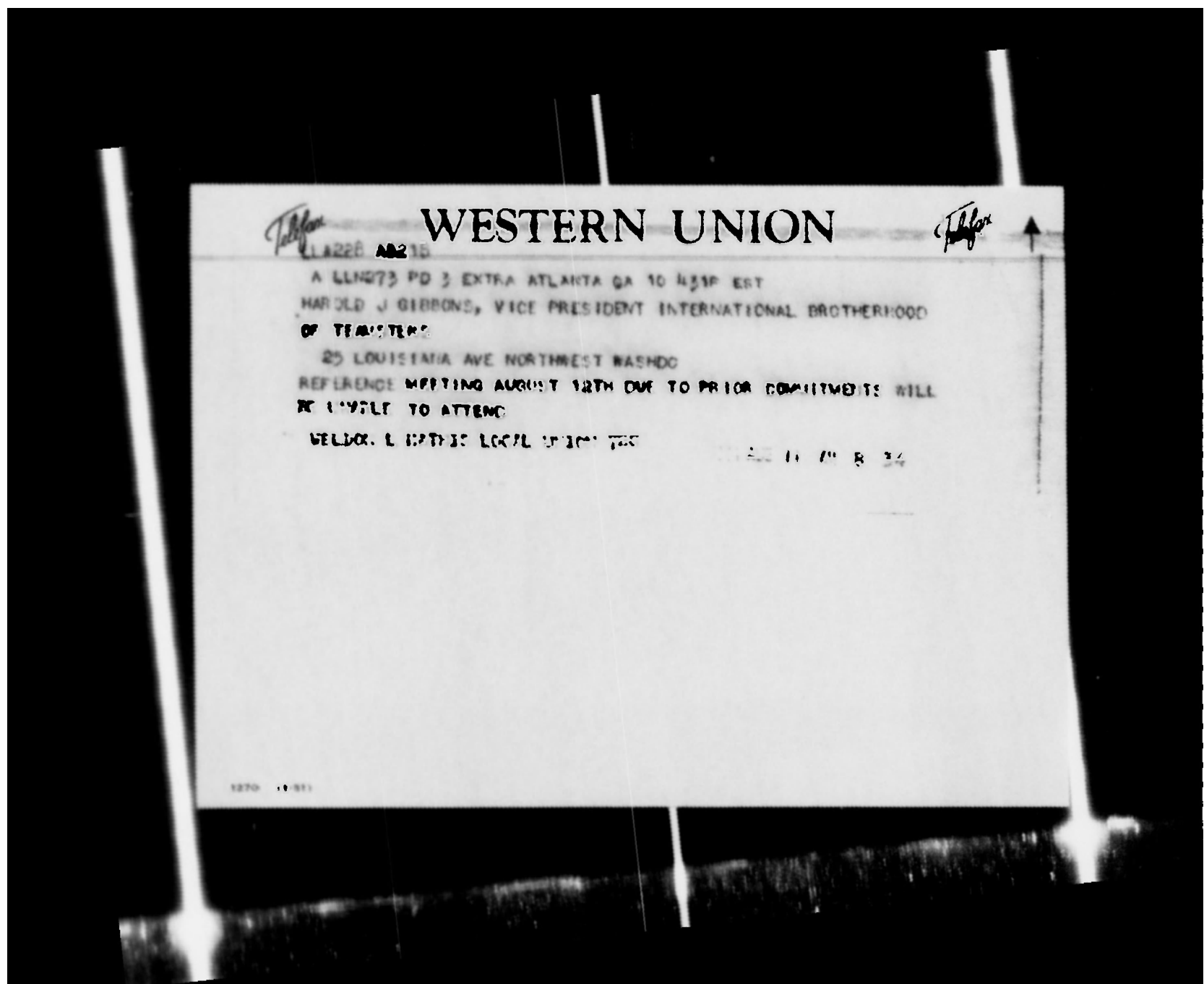


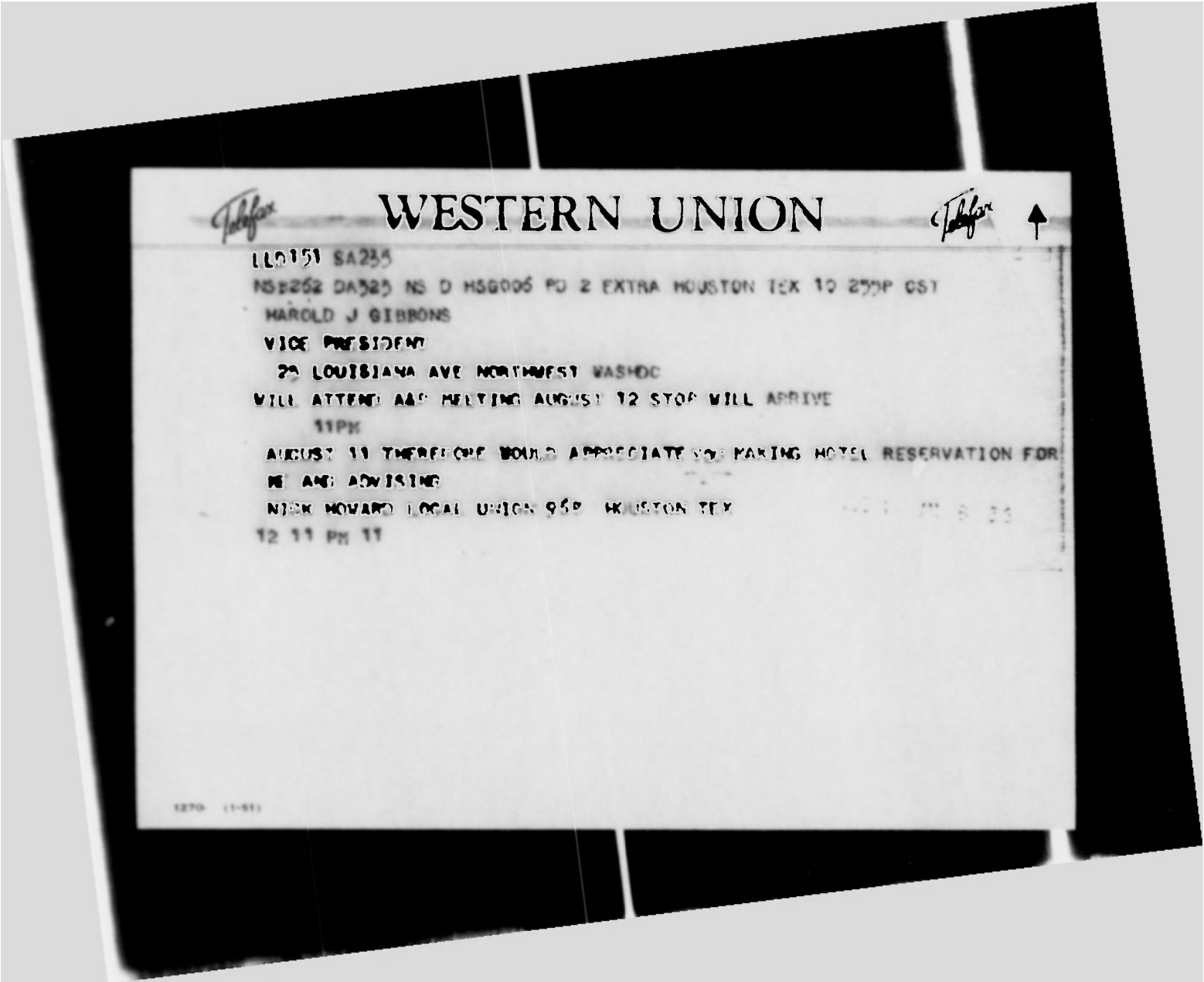
110226 DEAR
DE GRANT PO & EX GRAND RAPIDS HIGH 10 2422 PPT
MARCEL J GILSON, VICE-PRESIDENT 25 LOUISIANA AVE NORTHWEST
INTL PROTHODOC TEAPSTERS CHAUFFEURS WAREHOUSE AND HELPERS
WASHDC
LEE HARRY BILL ATTEND A AND P MEETING ON WEDNESDAY
LOCAL 406 PATRICK E MACKAY SECRETARY TREASURER
(59).

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WESTERN UNION

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HAROLD J GIBBONS

VICE PRESIDENT

20 LOUISIANA AVE NORTHWEST WASHDC

WILL ATTEND AAP MEETING AUGUST 12 STOP WILL ARRIVE

11PM

AUGUST 11 THEREFORE WOULD APPRECIATE YOUR MAKING HOTEL RESERVATION FOR

ME AND ADVISING

NICK NOVARO LOCAL UNION 95P HOUSTON TEX

12 11 PM 11

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS · WAREHOUSEMEN & HELPERS
OF AMERICA

MAIN AND PRINCIPAL OFFICE 1801 TRUMBULL AVENUE DETROIT 16, MICHIGAN

WASHINGTON OFFICE OF
• JAMES R. HOFFA •
GENERAL PRESIDENT
28 LOUISIANA AVE. N.W.
WASHINGTON, D.C. 20001

July 10, 1964



HEADQUARTERS

*National Agreement -
A & P Tea Company*

TO ALL LOCAL UNIONS WHO HAVE
A & P CONTRACTS

Dear Sir and Brother:

A meeting of representatives of all local unions holding contracts with the A & P Tea Company (warehousemen, drivers, produce, Quaker Maid, frosted foods or any other segment of this Company's operation) will be held at the Palmer House Hotel, Chicago, Illinois, on Tuesday, August 4, 1964, at 10:00 A. M.

The purpose of this meeting is to discuss the immediate calling of negotiations with the A & P Tea Company for a national agreement. Enclosed is a copy of the proposed agreement, which is similar to the contract we have negotiated with the National Tea Company, and covers all of the non-cost clauses in a collective bargaining agreement. Cost items are to be negotiated separately at the local level and attached to the national agreement as addenda.

At the August 4th meeting we will have the following agenda:

1. Vote the approval of negotiations with this firm for a Company-wide agreement.
2. Formal approval of the enclosed proposed contract.
3. Approval of the enclosed Power of Attorney form.
4. Election of a negotiating committee from the representatives in attendance at this meeting.

Between now and the time of this important meeting on August 4th, it will be necessary that each Local Union convene a meeting of their membership employed by A & P in their respective communities to approve:

- (1) the enclosed agreement as an initial proposal to the management, and
- (2) the granting of the Power of Attorney to a national bargaining committee for the purpose of negotiating with this firm.

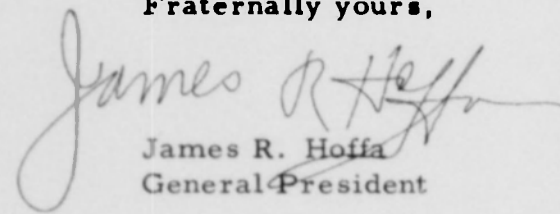
Please have your representative or representatives come to this meeting prepared to report on the actions of your Local Union on these two basic items.

Hotel reservations must be made directly with the Palmer House in Chicago, advising them that you will be attending the Teamster A & P meeting.

Needless to say, attendance by representatives of your Local Union is of the greatest importance.

Looking forward to seeing you or your representative on August 4th, I am

Fraternally yours,


James R. Hoffa
General President

JRH/alb
Enclosures

July 8, 1964

PROPOSED NATIONAL AGREEMENT

TEAMSTERS

GREAT ATLANTIC & PACIFIC TEA CO.

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PROPOSED AGREEMENT

SCOPE OF AGREEMENT:

This Agreement has been entered into between GREAT ATLANTIC & PACIFIC TEA CO., hereinafter referred to as the Employer, and the NATIONAL WAREHOUSE DIVISION of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Local Unions _____ affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as specified in the Addenda that are attached and made a part of this Master Contract, with respect to the respective locations or units of the Employer cited in said Addenda.

The Employer and Union agree to be bound by the terms and provisions of this Master Agreement. Whenever a pre-existing contract with one of the above named Local Unions bears an expiration or reopening date which occurs during the life of this Master Agreement, this Master Agreement shall automatically supersede the provisions of such local contract sixty (60) days prior to such expiration or reopening date, excepting only as to such matters which are subject to negotiation on a local basis under the provisions of Article IV of this Master Agreement. As to such matters, the provisions of Article IV relating to local negotiations shall prevail. Each party hereto hereby waives the notice requirement of such local agreement with respect to the expiration or reopening of such local agreement and accepts the provisions of this preamble to this Master Agreement in lieu and instead thereof, so that such negotiations shall take place as of the time permitted or required by such local agreements. This waiver of notice shall not apply to subsequent negotiations of local addenda under the provisions of Article IV.

This Agreement shall be binding upon the parties hereto, their successors, and assigns.

ARTICLE I - UNION CHARTER AND DUES

Section 1:

(a) The Employer agrees to recognize and does hereby recognize the Union or its successor, as the exclusive bargaining agent, for the purpose of collective bargaining, as provided by the National Labor Relations Act, for all of the employees of the Employer in the classifications as listed in the Addenda that are attached and made a part of this Master Contract, with respect to the respective locations of the Employer cited in said Addenda.

(b) All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become

The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

3. In accordance with the policy set forth under sub-paragraphs (1) and (2) of this Section all employees shall as a condition of continued employment pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For existing employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

4. In consideration of the Employer entering into the above Agency Shop provision, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs to the Employer which arise out of entering into or enforcement of this Agency Shop provision.

(e) If any provision of this Article is invalid under the law of any State wherein this Contract is executed, such provision shall be modified to comply with requirements of State Law or shall be renegotiated

Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate Union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job steward shall not absent himself from his place of work to visit other parts of the warehouse without the permission of the foreman or superintendent. Any reasonable request shall be granted, provided it does not interfere with efficient operation.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable

PROPOSED AGREEMENT

SCOPE OF AGREEMENT:

This Agreement has been entered into between GREAT ATLANTIC & PACIFIC TEA CO., hereinafter referred to as the Employer, and the NATIONAL WAREHOUSE DIVISION of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Local Unions _____, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as specified in the Addenda that are attached and made a part of this Master Contract, with respect to the respective locations or units of the Employer cited in said Addenda.

The Employer and Union agree to be bound by the terms and provisions of this Master Agreement. Whenever a pre-existing contract with one of the above named Local Unions bears an expiration or reopening date which occurs during the life of this Master Agreement, this Master Agreement shall automatically supersede the provisions of such Local contract sixty (60) days prior to such expiration or reopening date, excepting only as to such matters which are subject to negotiation on a local basis under the provisions of Article IV of this Master Agreement. As to such matters, the provisions of Article IV relating to local negotiations shall prevail. Each party hereto hereby waives the notice requirement of such local agreement with respect to the expiration or reopening of such local agreement and accepts the provisions of this preamble to this Master Agreement in lieu and instead thereof, so that such negotiations shall take place as of the time permitted or required by such Local agreements. This waiver of notice shall not apply to subsequent negotiations of local addenda under the provisions of Article IV.

This Agreement shall be binding upon the parties hereto, their successors, and assigns.

(2)

The provisions of this Agreement shall apply to all operations at the following locations:

With respect to future locations of the employer coming under the jurisdiction of the International Brotherhood of Teachers, joint negotiations will be entered into between the parties to establish local unions to this master agreement.

OPENING OF NEW LOCATIONS

may, by mutual agreement work out a wage and hour schedule, subject to Committee approval.

This Agreement and applicable Supplemental Agreements. In such cases, the parties agree as their collective bargaining agent; they shall automatically be covered by an appropriate bargaining unit designate, as evidenced by a card check, a majority as their collective bargaining agent. At such time as a majority of such employees in favor of this Agreement or to those employees who have not designated a majority union the employees are covered by a collective bargaining agreement with a Union not sign- This Agreement shall not be applicable to those operations of the Employer where NON-COVERED UNITS transfer or lease or execute a contract of transaction as herein described.

Such notice shall be in writing with a copy to the local union at the time the seller, transferee, assignee, etc. of the operation covered by the Agreement or any part thereof. The Employer shall give notice of the existence of this Agreement to any purchaser,

ARTICLE I - UNION SHOP AND DUES

Section 1:

(a) The Employer agrees to recognize and does hereby recognize the Union or its successor, as the exclusive bargaining agent, for the purpose of collective bargaining, as provided by the National Labor Relations Act, for all of the employees of the Employer in the classifications as listed in the Addenda that are attached and made a part of this Master Contract, with respect to the respective locations of the Employer cited in said Addenda.

(b) All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become

(3)

and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement, which-ever is the later.

(c) When the Employer needs additional employees he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. (d) No provision of this Article shall apply to the extent that it may be prohibited by State Law. If under applicable State Law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met. If Federal Law makes such provision legal, then Federal Law shall apply.

If during the life of this Agreement State Law prohibits a Union Shop, then the following Agency Clause shall apply, to the extent permissible under the applicable State Law:

1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or dis-criminate against an employee as regards such matters.

2. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of this Union.

The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

3. In accordance with the policy set forth under sub-paragraphs (1) and (2) of this Section all employees shall as a condition of continued employment pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For existing employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

4. In consideration of the Employer entering into the above Agency Shop provision, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs to the Employer which arise out of entering into or enforcement of this Agency Shop provision.

(e) If any provision of this Article is invalid under the law of any State wherein this Contract is executed, such provision shall be modified to comply with requirements of State Law or shall be renegotiated

The authority of job stewards and alternates so designated by the stewards and alternates from the Employer's seniority list.

The Employer recognizes the right of the Union to designate job

ARTICLE II - STEWARDS RESPONSIBILITY

No deduction shall be made which is prohibited by applicable law. to the Employer signed authorization from the employees for such deductions, which the deduction is made, provided, however, that the Union presents to said Local Union all such deductions prior to the end of the month for the Local Union having jurisdiction over such employees and agrees to remit by this agreement the dues, initiation fees and/or uniform assessments of the Employer agrees to deduct from the pay of all employees covered

Section 21 Check-Off

list and his seniority date shall revert to his last date of hire. thirty-one (31) days the employee shall be placed on the regular seniority of evading this agreement or discriminating against Union members. After however, that the Employer may not discharge or discipline for the purpose period he may be discharged at the discretion of the Employer, provided, but shall be employed only on a thirty (30) day trial period during which A new employee shall work under the provisions of this Agreement

Section 22 Probationary Employees

by the Union's position if approved by a judge of competent jurisdiction. result in mutually satisfactory agreement, the Employer agrees to be bound for the purpose of adequate replacement. If such negotiations shall not

Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate Union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job steward shall not absent himself from his place of work to visit other parts of the warehouse without the permission of the foreman or superintendent. Any reasonable request shall be granted, provided it does not interfere with efficient operation.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable

ARTICLE IV - NEGOTIATIONS

Section 1:

Wages, hours, and other conditions of employment that are not specifically covered within this Master Agreement shall be open to negotiation between the parties on a local basis between the individual Local Unions and the Employer; however, no provision of the local Addenda shall supersede or conflict with the terms and provisions of this Master Contract. Such agreement shall be reduced to writing and specifically labeled as Addenda appropriately describing the classifications of employees, the geographical location or locations involved, the identity of the operating branch of the Employer and of the Local Union involved. Such Addenda shall be attached to and be made a part of this Master Agreement. All such Addenda shall become effective only upon the express written approval thereof by the National Warehouse Division.

Section 2:

Upon rendition of notice by one party to the other party of the intent to terminate or modify any of the present or future local Addenda that are embraced by this Master Agreement and in accordance with the provisions of such local Addenda, each Local Union shall proceed to negotiate in accordance with the obligations and limitations set forth in Section 1 above.

Section 3:

Should the Employer and the Union fail to agree on the terms of new or modified Addenda on a local level, the controversy shall be referred to the Joint National Committee. The Joint National Committee shall study

the requests and proposals of both parties, investigate all pertinent facts, and conduct whatever hearings it deems necessary or desirable under each situation. Upon completing such inquiry, the Joint National Committee by majority vote shall decide the issues, such decision to be final and binding between the parties. However, should the Joint National Committee be unable to reach a decision, either party, after having received written notice on the other party, shall be permitted all legal and economic recourse ten (10) days following the date of such written notice of its intention to do so, and the Local Union shall have, among other rights, the right to strike.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1: When any grievance occurs, it shall be handled in accordance with the following steps:

Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such matters through the following steps:

Step 1: By conference between the aggrieved employee, the foreman or persons steward, or both and the foreman, superintendent or other person. If the grievance is not satisfactorily resolved, it shall be referred to the Joint National Committee within forty-eight (48) hours after presentation of the grievance. If the grievance is not satisfactorily resolved, it shall be referred to the Joint National Committee.

Step 2: By conference between an official or officials of the Union, or its designated business agent, and the aggrieved employee or officials of the Company. Grievances not satisfactorily resolved within ten (10) working days shall be referred to the Joint National Committee.

(9)

days following presentation at this step will

automatically proceed to Step 3. However, the parties may, by mutual agreement, extend this period to twenty (20) working days.

Step 3: In the event Step 2 fails to settle the complaint, it shall be referred to the Joint National Committee.

Step 4: If the Joint National Committee decides the grievance referred to it by a majority agreement of the Committee, the decision shall be final and binding on all parties. In the event the Joint National Committee cannot reach a majority agreement, the dispute shall be submitted to arbitration subject, however, to the following:

Disputes concerning seniority and discharge, except discharge for proven dishonesty, drunkenness or discharge, as provided under the terms of Article VII, shall be submitted to arbitration by a majority agreement of the Joint National Committee. In the event the Joint National Committee cannot reach a majority agreement on disputes involving seniority and discharge, except discharge for proven dishonesty, drunkenness, or discharge, as provided under the terms of Article VII, then either party shall be permitted all legal or lawful economic recourse and the Union shall have, among other rights, the right to strike.

Section 2:

Either party may submit a list of suggested arbitrators to the other. If no agreement can be reached in the selection of the arbitrator within two (2) weeks, either party may request the Director of the Federal Mediation and Conciliation Service to furnish a panel of five (5) from which the arbitrator may be chosen. If the parties are unable to agree upon an arbitrator from this panel, either party may request the Director of the Federal Mediation and Conciliation Service to name an arbitrator within fifteen (15) days of the date of such request. The decision of the arbitrator shall be binding on both parties. The cost of the arbitrator is to be borne equally by the Employer and the Union.

The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall however, have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any Agreements made supplementary hereto.

Section 3:

If either party to this Agreement refuses to abide by a decision of an arbitrator rendered under Section 2 or a final decision of the Joint National Committee, such refusal shall be a breach of this Agreement and the other party may then take any legal, or lawful economic action.

Section 4:

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than fourteen (14) days after the knowledge or the occurrence of the grievance. All grievances

going beyond Step 1 shall be reduced to writing by the complainant before proceeding to Step 2.

ARTICLE VI - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause. Rules and regulations as contained in Appendix "A" agreed to with the Local Union involved and made a part of this Agreement, shall in such instances as specified, determine the discipline to apply, including discharge or suspension. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Appeal from discharge or suspension must be taken up within ten (10) days by written notice and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in the Grievance Procedure. If at any step of the grievance procedure it is agreed that the employee should be reinstated, the parties shall have the authority to agree on full, partial or no compensation for time lost.

ARTICLE VII - UNAUTHORIZED ACTIVITY

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have the sole authority to

act for the Union and the Union shall not be liable for any activities

unless so authorized.

It is further agreed that in all cases of an unauthorized strike,

slow-down, walkout, or any unauthorized cessation of work in violation

of this Agreement, the Union shall not be liable for damages resulting

from such unauthorized acts of its members. While the Union shall under-

take every reasonable means to induce such employees to return to their

jobs during any such period of unauthorized stoppage of work mentioned

above, it is specifically understood and agreed that the Employer during

the first twenty-four (24) hour period of such unauthorized work stoppage

shall have the sole and complete right to reasonable discipline short of

discharge, and such employee shall not be entitled to or have any recourse

to any other provisions of this Agreement. After the first twenty-four

(24) hour period of such stoppage, and if such stoppage continues, however,

the Employer shall have the sole and complete right to immediately discharge

any employee participating in any unauthorized strike, slow-down, walkout,

or any other cessation of work, and such employees shall not be entitled

to or have any recourse to any other provisions of this Agreement.

It is further agreed and understood that the National Warehouse

Division of the International Brotherhood of Teamsters, Chauffeurs,

Warehousemen and Helpers of America, shall not be liable for any strike,

breach or default in violation of this Agreement unless the act is

expressly authorized by its Executive Board. The Executive Board shall

notify the Company in writing of any such action they have authorized.

ARTICLE VIII - PROTECTION OF RIGHTS

Section 1: No Strike, No Lockout

To the extent that the Union is not otherwise entitled to exercise its right to strike under the provisions of this Contract, the Union agrees that there shall be no strikes or other interferences with or interruption of the normal operation of the Company's business by the Union during the term of this Agreement. The Company agrees that there shall be no lockout.

Section 2: Picket Line

It shall not be a violation of this Agreement, and shall not be cause for discharge or disciplinary action, in the event an employee (a) refuses to enter upon any property of his Employer involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket lines at his Employer's places of business, including picket lines of unions parties to this Agreement; or (b) refuses to go through or work behind any picket line, including picket lines of unions parties to this Agreement, at the places of business of any other employer where the employees of such employer are engaged in a strike ratified or approved by the Union of such employees who such employer is legally required to recognize.

Section 3: Struck Goods

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer performs by arrangement with an employer or person whose employees are on strike, and which service, but

for such strike, would be performed by the employees of the Employer or persons on strike.

Section 41. Grievances

Within five (5) working days of filing of grievance claiming

violation of this Article, the parties to this agreement shall proceed

to the final step (Article V, Step 4 of Section 1) of the Grievance

Procedure, without taking any intermediate steps, any other provision

of this Agreement to the contrary notwithstanding.

ARTICLE IX - SUBCONTRACTING

(e) It is understood that nothing contained herein shall prohibit

the Employer from opening new facilities, closing existing facilities,

consolidating facilities, transferring operations from one facility to

another, or having store deliveries made by suppliers of items not now

being manufactured by the Employer.

If during the term of this Agreement, the Employer deems it

advisable to abandon the present method of store deliveries and sub-

contracts to a common, contract or private carrier, all or any part

of the deliveries then being made by the employees covered by this

Agreement, then a condition of such subcontract shall be the employ-

ment, in accordance with their seniority, of such employees by the

common, contract or private carrier as the common, contract or private

carrier requires to make the deliveries. This shall apply only where

the Local Union represents both the warehouse and drivers or the

drivers only.

If during the term of this Agreement, the Employer deems it advisable to subcontract to another employer all or any part of other work or services then being performed by employees covered by this Agreement, then a condition of such subcontract shall be the employment, in accordance with their seniority, of such employees as the contracting employer requires to perform such work or services.

Senior employees shall have the option of staying with the Company if there is work available or transferring to the then contracting company.

If the Company moves all or part of the operation covered by a local addendum to an area not covered by a local addendum, all employees covered by this contract at the original location shall be offered employment in accordance with their seniority and with full seniority at the removed operation.

ARTICLE X - INSPECTION PRIVILEGE

Upon notification made to the Warehouse and Transportation Superintendent or his designee, any accredited Union representative shall be granted the right to enter and visit the establishment during business hours for the purpose of carrying out the terms of this Agreement and contacting employees regarding union affairs, providing that no conferences or meetings between employees and union representative shall in any way stop, hamper, or obstruct normal flow of work.

The management of the business and the direction of the working forces, including the right to plan, direct and control operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, are vested in the Employer provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further, that it will not be used for the purpose of discriminating against any employee, or for the purpose of invalidating any contract provisions.

ARTICLE XII - MANAGEMENT RIGHTS

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing. However, such agreement shall not preclude the Employer from contesting any claim in good faith. The Employer shall provide Workmen's Compensation protection for all employees even though not required by State Law.

ARTICLE XIII - COMPENSATION CLAIMS

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE XIV - MILITARY CLAUSE

ARTICLE XIV - EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE XV - SEPARABILITY AND SAVINGS

If any article or section of this Agreement should be held invalid by operation of Law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the Employer agrees to be bound by the Union's position if approved by any tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

ARTICLE XVI - UNION COOPERATION

The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the departments, machinery and equipment.

The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods and in the education of its members in the necessity for such changes and improvements.

The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE XVII - MAINTENANCE OF STANDARDS

The Employer agrees that any and all wages, hours and conditions of employment shall be maintained at the Local Union level at not less than the highest standards in effect at the Local Union level at the effective date of this Agreement, except as such wages, hours and conditions are changed through negotiation and agreement between the parties.

ARTICLE XVIII - WORK ASSIGNMENTS

The Employer agrees to respect the jurisdictional rules of the Local Union and shall not direct or require their employees or persons

other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

ARTICLE XIX - TERMINATION

This Agreement shall be in full force and effect from _____, 19____ to and including _____, 19____, and shall continue in full force and effect from year to year thereafter unless written notice via U. S. Registered or Certified Mail of a desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice via U. S. Registered or Certified Mail at least sixty (60) days prior to _____, 19____, or _____ (month & day) subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

The respective parties shall be permitted all legal or lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF the parties hereto have set their hands and
seals this _____ of _____, 19____, effective as of
(day) (month)
_____, 19____, subject however, to ratification
(month & day)
by the members of the Union covered by this Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

POWER OF ATTORNEY
FOR MASTER NATIONAL CONTRACT

STATE OF _____ }
COUNTY OF _____ } SS.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, by virtue of authority vested in them by LOCAL UNION NO. _____, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, do hereby constitute, make and appoint the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 25 Louisiana Avenue, N.W., Washington 1, D. C., the true and lawful attorney-in-fact for said Local Union in its name, place and stead, granting unto said attorney-in-fact full, complete and exclusive power and authority to negotiate for and in behalf of said Local Union, a National Master collective bargaining agreement between _____ party of the first part, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and all Teamster Local Unions in the United States having jurisdiction over employees employed by the Company, parties of the second part.

Said attorney-in-fact is further given full, complete and exclusive power and authority to conclude such National Master Agreement, together with supplements or amendments thereto, as fully and finally as if negotiated and executed by duly authorized agents or officers of said Local Union; provided, however, that such contract shall not become binding and effective upon the Local Union and its members until approved by a majority of the votes cast by the members of the Local Union covered by such contract.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _____, 1964.

President

Secretary-Treasurer

POWER OF ATTORNEY
FOR MASTER NATIONAL CONTRACT

STATE OF _____ }
COUNTY OF _____ } SS.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, by virtue of authority vested in them by LOCAL UNION NO. _____, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, do hereby constitute, make and appoint the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 25 Louisiana Avenue, N.W., Washington 1, D. C., the true and lawful attorney-in-fact for said Local Union in its name, place and stead, granting unto said attorney-in-fact full, complete and exclusive power and authority to negotiate for and in behalf of said Local Union, a National Master collective bargaining agreement between _____, party of the first part, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and all Teamster Local Unions in the United States having jurisdiction over employees employed by the Company, parties of the second part.

Said attorney-in-fact is further given full, complete and exclusive power and authority to conclude such National Master Agreement, together with supplements or amendments thereto, as fully and finally as if negotiated and executed by duly authorized agents or officers of said Local Union; provided, however, that such contract shall not become binding and effective upon the Local Union and its members until approved by a majority of the votes cast by the members of the Local Union covered by such contract.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _____, 1964.

President

Secretary-Treasurer

GREAT ATLANTIC & PACIFIC TEA COMPANY
PROPOSED CLAUSES for UNIFORM CONTRACT

FEBRUARY, 1962

Prepared by:

NATIONAL WAREHOUSE DIVISION
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS
25 Louisiana Ave. NW, Washington 1, DC
H. J. GIBBONS, CHAIRMAN
JOSEPH M. DILLON, SECRETARY SAMUEL BARON, FIELD DIRECTOR

GREAT ATLANTIC & PACIFIC TEA COMPANY

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GREAT ATLANTIC & PACIFIC TEA COMPANY

Units under contract to Teamsters - by Conference Area:

LOCAL & LOCATION	Grocery	Produce	Quaker	Frosted	Drivers	Other
	Whse.	Whse.	Maid	Food		
CENTRAL CONFERENCE AREA						
20 - Toledo, Ohio	X					
89 - Louisville, Ky.	X					
105 - Cincinnati, Ohio	X					
135 - Indianapolis, Ind.	X					
144 - Terre Haute, Ind.			X			
197 - Cleveland, Ohio	X					
200 - Milwaukee, Wis.	X					
215 - Evansville, Ind.	X					
328 - Escanaba, Mich.						Milk plant
332 - Flint, Michigan	X					
337 - Detroit, Mich.	X	X				
377 - Youngstown, Ohio	X					
400 - Cleveland, Ohio		X				
406 - Grand Rapids, Mich.	X					Bakery
407 - Cleveland, Ohio					X	
413 - Columbus, Ohio	X					
446 - Wausau, Wisconsin						Milk plant
544 - Minneapolis, Minn.		X				
619 - Manitowoc, Wis.						Milk plant
627 - Peoria, Illinois	X					
688 - St. Louis, Mo.				X		
729 - E.St.Louis, Ill.	X					
955 - Kansas City, Mo.	X					
EASTERN CONFERENCE AREA						
61 - Biltmore, N. C.	X					
71 - Charlotte, N. C.	X					
99 - Brockport, N. Y.			X			
107 - Philadelphia, Pa.					X	
110 - Altoona, Pa.	X					
169 - Philadelphia, Pa.	X					
229 - Scranton, Pa.	X				X	
251 - Providence, R. I.	X					
294 - Albany, N. Y.	X					
317 - Syracuse, N. Y.	X					
322 - Richmond, Va.	X					
340 - Portland, Me.	X				X	
355 - Baltimore, Md.					X	
391 - Raleigh, N. C.	X					
404 - Springfield, Mass.		X		X		Meat Whse.
505 - Huntington, W. Va.	X					
558 - Buffalo, N. Y.	X					
559 - Hartford, Conn.	X					
570 - Baltimore, Md.	X					
635 - Pittsburgh, Pa.	X	X				Coffee Div.
697 - Wheeling, Pa.	X			X		

(continued)

A & P Units under contract to Teamsters (continued)

LOCAL & LOCATION	Grocery	Produce	Quaker	Frosted	Drivers	Other
	Whse.	Whse.	Maid	Food		
EASTERN CONFERENCE AREA (continued)						
781 - Fairmont, W. Va.	X				X	Peanut plant
807 - New York, N. Y.						
822 - Suffolk, Va.						
821 - Somerville, Mass.	X					Meat, Fish, Coff. Meat warehouse
829 - Boston, Mass.		X				
852 - New York, N. Y.	X	X	X			
863 - Paterson, N. J.	X	X				
892 - Jersey City, N. J.		X				
929 - Yeadon, Penna.		X				
SOUTHERN CONFERENCE AREA						
270 - New Orleans, La.	X				X	
390 - Miami, Florida	X					
512 - Jacksonville, Fla.	X	X				
728 - Atlanta, Georgia						
745 - Dallas, Texas	X					
768 - Houston, Texas	X	X				
WESTERN CONFERENCE AREA						
547 - Los Angeles, Cal.						Coffee Div.
595 - Los Angeles, Cal.	X					
630 - Los Angeles, Cal.						

A & P - CONTRACT EXPIRATION DATES

YEAR	LOCAL, LOCATION, UNIT	EXPIRATION DATE
1962	322 - Richmond, Va. (grocery whse.)	Feb. 10, 1962
	229 - Scranton, Pa. (grocery whse. & drivers)	Feb. 17, 1962
	20 - Toledo, Ohio (grocery whse.)	Mar. 3, 1962
	852 - New York City (Quaker Maid plant)	Mar. 5, 1962
	968 - Houston, Texas (grocery whse.)	Mar. 13, 1962
	71 - Charlotte, N. C. (grocery whse.)	Mar. 17, 1962
	337 - Detroit, Mich. (produce whse.)	Mar. 24, 1962
	570 - Baltimore, Md. (grocery whse.)	Apr. 3, 1962
	558 - Buffalo, N. Y. (grocery whse.)	May 15, 1962
	745 - Dallas, Texas (grocery whse.)	June 1, 1962
	169 - Philadelphia, Pa. (grocery whse.)	June 30, 1962
	215 - Evansville, Ind. (grocery whse.)	July 29, 1962
	547 - Los Angeles, Calif. (coffee div.)	Aug. 31, 1962
	955 - Kansas City, Mo. (grocery whse.)	Sep. 22, 1962
	505 - Huntington, W. Va. (grocery whse.)	Sep. 23, 1962
	635 - Pittsburgh, Pa. (grocery, produce, coffee)	Oct. 1, 1962
	789 - Fairmont, W. Va. (grocery whse.)	Oct. 1, 1962
	413 - Columbus, Ohio (grocery whse.)	Oct. 13, 1962
	340 - Portland, Me. (grocery whse.)	Oct. 31, 1962
	559 - Hartford, Conn. (grocery whse.)	Nov. 2, 1962
	107 - Philadelphia, Pa. (drivers)	Dec. 31, 1962
1963	697 - Wheeling, W. Va. (grocery & frosted food)	Jan. 19, 1963
	61 - Biltmore, N. C. (grocery whse.)	Feb. 17, 1963
	251 - Providence, R. I. (grocery whse.)	Feb. 28, 1963
	404 - Springfield, Mass. (produce, meat, f. fd.)	Feb. 28, 1963
	822 - Suffolk, Virginia (peanut plant)	Mar. 9, 1963
	829 - Sommerville, Mass. (grocery whse.)	Apr. 1, 1963
	294 - Albany, New York (grocery whse.)	Apr. 30, 1963
	317 - Syracuse, N. Y. (grocery whse.)	May 1, 1963
	852 - New York City (grocery, prod., meat, fish, cof.)	June 15, 1963
	391 - Raleigh, N. C. (grocery whse.)	July 14, 1963
	144 - Terre Haute, Ind. (Quaker Maid plant)	July 28, 1963
	390 - Miami, Florida (grocery whse.)	Oct. 5, 1963
	688 - St. Louis, Mo. (frosted food whse.)	Oct. 12, 1963
	863 - Paterson, N. J. (grocery, produce, meat)	Dec. 21, 1963
	328 - Escanaba, Michigan (milk plant)	Dec. 31, 1963
	446 - Wausaw, Wisconsin (milk plant)	Dec. 31, 1963
	619 - Manitowoc, Wisconsin (milk plant)	Dec. 31, 1963
	695 - Watertown, Wisconsin (milk plant)	Dec. 31, 1963

(continued)

A & P - CONTRACT EXPIRATION DATES (continued)

YEAR	LOCAL, LOCATION, UNIT	EXPIRATION DATE
1964	270 - New Orleans, La. (grocery whse.)	Jan. 25, 1964
	929 - Yeadon, Penna. (produce whse.)	Mar. 21, 1964
	197 - Cleveland, Ohio (grocery whse.)	Apr. 1, 1964
	829 - Boston, Mass. (produce whse.)	Apr. 1, 1964
	406 - Grand Rapids, Mich. (grocery whse.)	Apr. 18, 1964
	105 - Cincinnati, Ohio (grocery whse.)	Apr. 25, 1964
	406 - Grand Rapids, Mich. (bakery)	Apr. 25, 1964
	400 - Cleveland, Ohio (produce whse.)	May 1, 1964
	627 - Peoria, Illinois (grocery whse.)	May 30, 1964
	544 - Minneapolis, Minn. (produce)	May 31, 1964
	729 - E. St. Louis, Ill. (grocery whse.)	July 4, 1964
	355 - Baltimore, Md. (drivers)	Aug. 2, 1964
	892 - Jersey City, N. J. (produce whse.)	Aug. 2, 1964
	135 - Indianapolis, Ind. (grocery whse.)	Aug. 15, 1964
	332 - Flint, Michigan (grocery whse.)	Aug. 15, 1964
	337 - Detroit, Mich. (grocery whse.)	Aug. 19, 1964
	968 - Houston, Texas (produce whse.)	Aug. 31, 1964
	595 - Los Angeles, Cal. (grocery whse.)	Sep. 6, 1964
	249 - Pittsburgh, Penna. (drivers)	Oct. 1, 1964
	110 - Altoona, Penna. (grocery whse.)	Oct. 3, 1964
	89 - Louisville, Ky. (grocery whse.)	Oct. 21, 1964
	728 - Atlanta, Georgia (drivers)	Nov. 1, 1964
	200 - Milwaukee, Wis. (grocery whse.)	Nov. 7, 1964
1965	99 - Brockport, N. Y. (Quaker Maid plant)	Jan. 30, 1965
	377 - Youngstown, Ohio (grocery whse.)	Jan. , 1965
1967	340 - Portland, Me. (drivers)	Apr. 8, 1967

NOTE: Following locals not included above - currently in negotiations.

407 - Cleveland, Ohio (drivers)
 512 - Jacksonville, Fla. (grocery & produce)
 630 - Los Angeles, Calif.

A & P CONTRACTS EXPIRING DURING THE PERIOD: 4/1/62 to 4/1/63

LOCAL, LOCATION & UNIT		CONFERENCE AREA	EXPIRATION DATE
570 - Baltimore, Md.	(grocery warehouse)	E	Apr. 3, 1962
558 - Buffalo, N. Y.	(grocery warehouse)	E	May 15, 1962
745 - Dallas, Texas	(grocery warehouse)	S	June 1, 1962
169 - Philadelphia, Pa.	(grocery warehouse)	E	June 30, 1962
215 - Evansville, Ind.	(grocery warehouse)	C	July 29, 1962
547 - Los Angeles, Cal.	(coffee warehouse)	W	Aug. 31, 1962
755 - Kansas City, Mo.	(grocery warehouse)	C	Sep. 22, 1962
505 - Huntington, W. Va.	(grocery warehouse)	E	Sep. 23, 1962
635 - Pittsburgh, Pa.	(grocery, produce & coffee)	E	Oct. 1, 1962
789 - Fairmont, W. Va.	(grocery warehouse)	E	Oct. 1, 1962
413 - Columbus, Ohio	(grocery warehouse)	C	Oct. 13, 1962
340 - Portland, Me.	(grocery warehouse)	E	Oct. 31, 1962
559 - Hartford, Conn.	(grocery warehouse)	E	Nov. 2, 1962
107 - Philadelphia, Pa.	(drivers)	E	Dec. 31, 1962
607 - Wheeling, W. Va.	(grocery & frosted food)	E	Jan. 19, 1963
61 - Baltimore, N. C.	(grocery warehouse)	E	Feb. 17, 1963
251 - Providence, R. I.	(grocery warehouse)	E	Feb. 28, 1963
404 - Springfield, Mass.	(produce, meat & frosted food)	E	Feb. 28, 1963
822 - Suffolk, Va.	(peanut plant)	E	Mar. 9, 1963

ARTICLE I: PARTIES TO AGREEMENT (Local 105 - Cincinnati, Ohio)

This Agreement, made and entered into this _____ day of _____, 196____, by and between THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., party of the first part, and hereinafter referred to as the Employer, and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL UNION NO. _____, of _____, _____, party of the second part, and hereinafter referred to as the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and maintaining a uniform wage scale, working conditions and hours of employees of the Employer, and to facilitate peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees, and,

WITNESSETH:

ARTICLE II: UNION JURISDICTION AND MEMBERSHIP

Section 1. Recognition (Local 105 - Cincinnati)

The Union shall be the sole representative and bargaining agent of those classification of employees covered by this Agreement in collective bargaining with the Employer.

Section 2. Unit Covered (Local 105 - Cincinnati)

The Employer agrees that this Agreement shall cover all

_____ employees in the _____
(Identify unit) (city) (unit)
but excluding _____
(any emps. not in unit)

Section 3. No Other Agreement (Local 105 - Cincinnati)

The Employer agrees not to enter into any other agreement with any other labor organization during the life of this Agreement with respect to employees covered by this Agreement.

Section 4. New Employees (Local 105 - Cincinnati)

The Employer may procure new employees from any source, and agrees to give equal opportunity to the Union to provide suitable applicants, with the understanding that the Employer is not required to hire those referred by the Union.

Section 5. Union Membership (Local 105 - Cincinnati)

All present employees who are members of the Union shall maintain their membership during the period of this Agreement by the regular payment of dues. Any employees not members of the Union shall join within thirty-one (31) days after the effective date of this provision, and any new employees shall join the Union within thirty-one (31) days after the date of their employment, and shall maintain their membership during the period of this Agreement by the regular payment of dues as a condition of employment.

Section 6. Checkoff of Dues and Initiation Fees (Local 135 - Indianapolis)

The Employer agrees to deduct each month from the paycheck of all employees who are covered by this Agreement all periodic dues and initiation fees owed to the Union by the employees, provided, however, that an employee shall have signed and submitted a written authorization for such action on the part of the Employer; such written authorization shall conform to and be in accordance with all applicable Federal and State laws.

ARTICLE III: MANAGEMENT CLAUSE (Local 105 - Cincinnati)

The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and employees shall be respected and the provisions of this Agreement for

all questions -

served.

ARTICLE IV: AGENCY SHOP (Local 390 - Miami)

1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

2. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit and the Union has been certified. Accordingly, it is fair that each employee in the bargaining unit, pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

In accordance with the policy set forth under sub-paragraphs (1) and (2) of this Section (ie), all employees shall as a condition of

continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For existing employees, such payments shall commence thirty-one (31) days following the date of execution of this Agreement and for new employees, the payment shall start thirty-one (31) days following the date of employment.

ARTICLE V: GRIEVANCE & ARBITRATION (Local 105 - Cincinnati)

Section 1. (Grievance Procedure)

Any difference, disputes, or complaints arising over the interpretation or application of the contents of this Agreement shall be submitted in written form. There shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

(a) First be submitted for settlement to the Steward of the Union and the Warehouse Manager, who shall endeavor to settle the same satisfactorily to both parties.

(b) Should they, however, be unable to settle the same, then such complaint shall be submitted to the Business Agent of the Local Union and the Warehouse Manager, who shall endeavor to settle the same satisfactorily to both parties.

(c) Should they, however, be unable to settle the same, then such complaint shall be submitted to the Business Agent of the Local Union and the Operating Superintendent, who shall endeavor to settle the same satisfactorily to both parties.

Should they, however, be unable to settle the same, this matter

shall be submitted in writing - with specific reference to the Article and Section of the Agreement Involved - to a Board of Arbitration.

Section 2. (Arbitration)

A board of Arbitration composed of the following: One (1) to be selected by the Employer, and one (1) selected by the Union, and shall render a decision within ten (10) days from the date of notification to arbitrate.

In case of a disagreement, a third member shall be chosen by the Arbitration Board. Should the Arbitration Board be unable to agree on the third member within five (5) days, the Federal Mediation and Conciliation Service shall be asked to submit a panel of arbitrators through their procedures, one (1) of whom shall be chosen as the third member. A majority decision of the Arbitration Board shall be rendered without undue delay and shall be final and binding upon both parties.

Each party shall defray expenses and compensation for their respective arbitrators. Expenses or compensation of the third arbitrator or more if necessary, shall be borne equally by the Union and the Company.

No grievances will be discussed unless the preceding procedures have been followed.

Section 3. (No Strike)

During the process of settling any complaint of violation or infraction of any section of this Agreement as herein set forth, the Union and its Members agree that there shall at no time be any strikes, tie-ups, slow-downs, walk-outs or any cessation of work on the part of the employees of any kind, pursuant to any order or direction of the Union, nor shall the Employer use any method of lockout. Any individual employee or group of employees violating the provisions of this section shall be summarily discharged by the Employer, without liability on the part of the Employer or the Union.

Section 4. (Discharge)

It is agreed that nothing herein contained shall in any way prohibit the Employer from discharging any employee, regardless of his seniority, provided it is for failure to discharge his duties as an employee. The Employer shall not discharge any employee without just cause and shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union; except, no warning notice need be given to an employee before being discharged if the cause of such discharge is dishonesty, drunkenness, dringing while on duty,

recklessness resulting in serious accident on duty, and unprovoked abuse of qualified supervision. The warning notice shall not remain in effect for a period of more than _____ months from date of issuance. Discharge must be by proper written notice to the employee and the Union.

A discharge may be handled as a grievance. However, the matter must be submitted as a grievance in writing within _____ days of the date of dismissal. Final settlement, including the decision of the Board of Arbitration must be made within twenty-four (24) days from receipt of such written notice.

Any discharged employee reinstated as a result of the Grievance Procedure shall be paid compensation at his regular rate of pay for the time lost, if so agreed upon between the Employer and the Union, or if so ordered by the arbitrator.

ARTICLE VI: UNAUTHORIZED ACTIVITY (Local 729 - E.St.Louis)

It is understood and agreed that the Union shall have no financial liability for acts of its members which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof from the Employer (to be immediately confirmed in writing) order its members to return to work immediately, if there should be a work stoppage or discontinue such other action, not in accordance with this contract; and within forty-eight (48) hours, address a letter to the Employer notifying the Employer that the action of the Union members is unauthorized. In the event that such Union members who are involved in such unauthorized action shall refuse to discontinue such unauthorized action, as ordered by the Business Agents of the Union, the Employer shall have the right to discharge from employment such employees, without recourse to the grievance procedure as outlined in ARTICLE _____ herein.

In order that the Employer maybe apprised of the Office of the Union empowered to authorize strikes, work stoppages, or actions which shall interfere with the activities required of employees under this contract, notice is hereby given that only the Business Agents of the Union have the power or authority to authorize any such actions or give the orders or directions necessary to carry out such actions.

ARTICLE VII: PICKET LINE (Local 105 - Cincinnati)

The Employer agrees that it shall not request or demand that employees go through a lawful picket line. The Union agrees that it will not refuse to cross a picket line until such has been duly sanctioned by the Business Agent and until the Employer has been officially notified by the Union.

ARTICLE VIII: MAINTENANCE OF STANDARDS (Local 337 - Detroit)

The Employer agrees that all conditions of employment relating to wages, hours of work, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement.

ARTICLE IX: BULLETIN BOARDS and INSPECTION PRIVILEGE (Local 105 - Cincinnati)

The Employer agrees to permit Stewards to post and maintain any notices pertaining to Union business in connection with employees covered by this Agreement on a bulletin board within the establishment. Stewards are not to leave their respective departments during working hours without first obtaining permission from their Department Head. Upon request of the Operating Superintendent any accredited Union official shall be granted access to the plant in the interest of Union Business.

ARTICLE X: MILITARY CLAUSE (Local 635 - Pittsburgh)

It is agreed that to employees who enlist in the Armed Forces of the United States that the same protection will be extended regarding return to work as is provided for Selective Servicemen by the Selective Law now in effect.

ARTICLE XI: LEAVE OF ABSENCE (Local 635 - Pittsburgh)

Any employee, who is a member of the Union and who is officially delegated to represent the Union at a convention, shall be granted a leave of absence, without pay, not to exceed four weeks in any calendar year.

Any employee, who is elected to an office in the Union, shall be granted a leave of absence, without pay, to coincide with the term of office to which he is elected.

Any employee will be granted a sixty (60) day leave of absence for extended vacation or emergency. This will not apply for trying other employment.

ARTICLE XII: UNIFORMS (Local 105 - Cincinnati)

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.

ARTICLE XIII: SAVINGS CLAUSE (Local 390 - Miami)

In the event that any article or section of this Agreement is held invalid by any court of competent jurisdiction, the remainder of the Agreement shall continue in effect.

ARTICLE XIV: TERM OF AGREEMENT (Local 729 - E. St. Louis)

This Agreement shall remain in effect from _____
(month, day, year)
through _____
(month, day, year).

It is further agreed that in the event negotiations extend beyond the termination date of this Agreement, as set forth herein, any modification in wages shall be retroactive to the termination date, provided there is no work stoppage, slow-down, or other interruption of work, pending conclusion of negotiations.

Either party desiring to terminate this Agreement or to negotiate changes in this Agreement shall give notice to the other party in writing at least sixty (60) days prior to the expiration date hereof. If such notice is not given, as above, the Agreement shall be automatically renewed without change for a period of one (1) year. In the event either party serves notice of a desire to negotiate changes in the Agreement, it is mutually agreed that the Employer and the Union, without undue delay shall begin negotiations on the proposed changes, and that pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

PROTECTION OF RIGHTS (Teamstar Kroger Agreement)

Section 1. No Strike. No Lockout

During the term hereof the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

Section 2. Picket Line

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of the Union, party to this Agreement, and including lawful primary picket lines at the Employer's places of business.

Section 3. Struck Goods

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform for another employer or person whose employees are on strike, and which service, but for such strike,

would be performed by the employees of the other employer or person on strike.

Section 4. Grievances

Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

SUBCONTRACTING (Teamster Kroger Agreement)

The Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted or transferred for the purpose of circumventing the terms and provisions of this Agreement to any outside company which does not have an agreement with a local union affiliated with The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. However, it is understood that nothing contained herein shall prohibit the Employer from opening new facilities, closing existing facilities, consolidating facilities, transferring operations from one facility to another, or having store deliveries made by suppliers of items not now being manufactured by the Employer.

If during the term of this Agreement, the Employer deems it advisable to abandon the present method of store deliveries and subcontracts to a common or contract carrier, all of the deliveries then being made by the employees covered by this Agreement, then a condition of such subcontract shall be the employment, in accordance with their seniority, of such employees by the common or contract carrier as the common or contract carrier requires to make the deliveries.

* * *

LOSS OR DAMAGE (Teamster Kroger Agreement)

An employee shall not be charged for loss or damage as long as he exercises a reasonable degree of care, skill and judgment.

DEFECTIVE EQUIPMENT & DANGEROUS CONDITIONS OF WORK (Teamster-Kroger Agreement)

No employee shall be compelled to take out equipment that is not mechanically sound, and properly equipped to conform with all applicable city, state and Federal regulations.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Employees shall promptly report to the Employer, in writing, all known defects in equipment when completing their runs. The report on equipment shall be turned in daily whether or not there are any known defects to report.

STEWARDS (Teamster Kroger Agreement)

The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate Union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job steward shall not absent himself from his place of work to visit other parts of the warehouse without the permission of the foreman or super-

Intendant. Any reasonable request shall be granted provided it does not interfere with efficient operation.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement.

MEETING: A & P Policy Subcommittee

LOCATION: New York City

DATE: July 7, 1960

The following were in attendance at this meeting:

Lee R. Brown, Local Union #822, Norfolk, Virginia
Russell Brown, Joint Council #83, Richmond, Virginia
Dennis Crotty, Local Union #852, New York, New York
Charles J. DiGuardo, Local Union #570, Baltimore, Maryland
Julius Feldblum, Local Union #863, Newark, New Jersey
Frank Gannon, Eastern Conference of Teamsters
Harry Grabow, Local Union #852, New York, New York
John Greeley, Eastern Conference of Teamsters
David Hastings, Local Union #340, Portland, Maine
Lysle R. Hazelgrove, Local Union #322, Richmond, Virginia
Al Heerter, Local Union #829, Boston, Massachusetts
Harold Keerigan, Local Union #229, Scranton, Pennsylvania
Arthur Kilty, Local Union #829, Boston, Massachusetts
Alex MacBain, Local Union #852, New York, New York
Fred Maggio, Local Union #317, Syracuse, New York
John Makowski, Local Union #852, New York, New York
James Matoney, Local Union #635, Pittsburgh, Pennsylvania
Paul Murphy, Local Union #829, Boston, Massachusetts
M. J. Murray, Local Union #852, New York, New York
Bill O'Neill, Local Union #852, New York, New York
Anthony J. Piedmonte, Local Union #99, Rochester, New York
Joseph Polito, Local Union #558, Buffalo, New York
Nick Robilotto, Local Union #294, Albany, New York
Pete Rossano, Local Union #559, Hartford, Connecticut
Tom Sasso, Local Union #863, Newark, New Jersey
Ed Smith, Local Union #294, Albany, New York

This policy meeting of the A & P Subcommittee was called at the request of many Local Unions to discuss changes which A & P intends to make affecting its Health and Welfare and Pension program. According to the plan recently approved by A & P stockholders, the following changes are to become effective on October 1st, if Internal Revenue gives approval:

1) Thrift Plan - This change does not directly affect employees covered under union agreements. These employees can come under this program by way of collective bargaining. The Thrift Plan is a program where an employee can put 4% of his earnings into savings and the company will match this amount by 25%. Vesting rights on the money paid in by the company do not begin until an employee has been employed for 5 years.

2) Stock Option Plan - 200 key personnel of A & P will receive an opportunity to buy 550,000 shares of A & P on a stock option basis. In this way huge incomes will go to key management. The question to be answered is whether or not more stock will be put on the market, thereby driving downward the present profit per share.

3) Pension Plan - It is this change which most affects Teamster and other unions having collective bargaining agreements with A & P. Until the recently approved change, a retiring employee carried free life insurance of \$4,000. He was also permitted to buy \$5,000 at the rate of 60¢ per \$1,000. This was an extremely low cost program, but highly beneficial for retired employees.

Under the new program, the former insurance benefits are dropped. A retired employee will receive paid up life insurance of only \$1,500. However, if he dies, his widow will now receive 40% of his pension. This payment will stop if she remarries.

Although details on this program were unavailable up to the time of this A & P Subcommittee meeting, it can be seen that the changes may be detrimental to union members and their families. For example, under the former program if a retiree died, his widow could invest the life insurance and receive a fixed income for 20 years. Under the new program, the 40% of the pension which she will receive may be \$20 or \$30 less per month than she would have received under the former program.

In order to protest these changes as being detrimental to A & P employees represented by Teamster Local Unions, the A & P Policy Committee of the Eastern Conference Warehouse Trade Division adopted a motion to have a committee meet with the Company officials. The committee members selected were:

Pete Rossano, Local Union #559, Hartford, Connecticut
Dennis Crotty, Local Union #852, New York, New York
James Matoney, Local Union #635, Pittsburgh, Pennsylvania
John Greeley, ECT Warehouse Division Representative

In addition, the A & P Subcommittee has requested the Legal Department of the Eastern Conference to determine if these proposed changes can be stopped through the Internal Revenue Service before they go into effect. If so, action is to be taken along this line.

TRADE DIVISION

Warehouse - A & P
Tea Company
X Palmer House

July 7, 1964

Mr. Larry Kirh
Sales Representative
The Palmer House
Chicago, Illinois

Dear Larry:

Confirming our telephone conversation of today, we expect approximately 100 people to attend the August 4th meeting at the Palmer House.

We would like the room set up theatre style for the meeting to start at 10:00 A.M. on the 4th, for the one day only. The meeting should be posted as follows:

A & P - Teamsters - Warehouse Meeting

Please reserve a suite for H. J. Gibbons for arrival Monday night, August 3 - and a single room for Roy Barnes for arrival Monday night.

If anything turns up concerning any additional arrangements, I shall be in touch. In the meantime I am notifying our people to make their reservations directly with the Palmer House.

Thanks much.

Sincerely,

Alice Bushey

Office of the General President

To: **MEMO FOR FILES:**
From: H. J. Gibbons

ADMINISTRATIVE FILE

Meat A&P Inc. Co.

X

May 4, 1964

DATE

I talked with Frank Buecher of A&P today regarding problems associated with the operation of meat cutting plants.

Buecher is to call me next week for possible discussions on the subject in Detroit.

H. J. Gibbons
H. J. Gibbons
Vice-President

HJG/mc

Office of the General President
To: MEMO FOR FILES:
From: H. J. Gibbons
I talked with Frank Buecher of A&P today regarding
problems associated with the operation of meat cutting plants.
Buecher is to call me next week for possible discussions
on the subject in Detroit.
H. J. Gibbons
Vice-President
HJG/mc
May 4, 1964
DATE

Office of the General President

To: MEMO FOR FILES:
From: H. J. Gibbons

ADMINISTRATIVE FILE
Donat A & P Tea Co.
X
X May 4, 1964
DATE

I talked with Frank Buecher of A&P today regarding problems associated with the operation of meat cutting plants.

Buecher is to call me next week for possible discussions on the subject in Detroit.

H. J. Gibbons
Vice-President

HJG/mc

Gibbons
Treat this as per
our pact
JPH

Handwritten initials

WESTERN UNION

Handwritten initials and arrow

OT CDTZ PO FAX CHICAGO ILL 10 45P CST

HAROLD GIBBONS, VICE PRESIDENT, TEAMSTERS INTERNATIONAL UNION

25 LOUISIANA AVE NORTHWEST WASHDC

THE MEETING FOR YOU AND I TO MEET WITH MR. BUECHER OF THE A
A P TEA COMPANY IS SCHEDULED FOR 2:00 P.M. AT THE A A P OFFICE
IN NEW YORK CITY, APRIL 14. I WILL SEE YOU AT TOOT SHORE'S
AT NOON THAT DAY FOR LUNCH
THOMAS J LLOYD

ADMINISTRATIVE FILE

Handwritten: Sheet 2 & P

Handwritten: Tea Company

1070W (1-51)